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SOURCE WCP001

ALLEN H. HARRISON, JR.

DIRECT LINE (202)

663-6093

RECORDATION NO.

FILED 1425

EUROPEAN OFFICE  
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TELEX 8813918 WCP LDN

INTERSTATE COMMERCE COMMISSION

0-003A093

January 2, 1990

\$15.00 filing fee

Dear Mrs. McGee:

On behalf of First Pennsylvania Bank, N.A., I submit for filing and recording under 49 U.S.C. Section 11303 (a) and the regulations promulgated thereunder, two (2) executed counterparts of a secondary document, not previously recorded, entitled Full Release, Discharge and Satisfaction of Conditional Sales Agreement ("Release") given as of January 2, 1990.

The party to the enclosed Release is:

First Pennsylvania Bank, N.A. - Releasing Party  
as Trustee under a Trust Agreement with:

- (i) The Philadelphia National Bank and
- (ii) Fidelity Bank, N.A., N.J.

c/o The Philadelphia National Bank  
Leasing Department  
FCI-7-55  
P. O. Box 8377  
Philadelphia, PA 19101-8377

The said Release acts to release all interest in and under that certain Conditional Sales Agreement of December 28, 1989, and to fully release and discharge all collateral described therein. The said Conditional Sales Agreement was recorded with the Interstate Commerce Commission ("ICC") December 28, 1989 under Recordation No. 16690 and the said Release should be recorded under the next available letter designation under Recordation No. 16690, which we believe will be -A.

A short summary of the document to appear in the ICC Index is as follows:

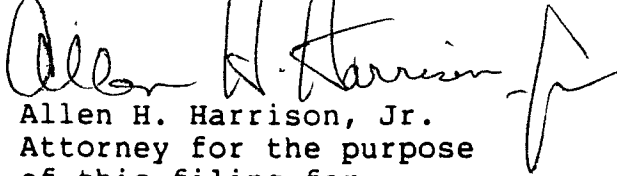
"Full Release"

Enclosed is a check in the amount of fifteen dollars (\$15.00) in payment of the filing fee.

- 2 -

Once the filing has been made, please return to bearer the stamped counterpart of the Release not needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this transmittal letter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Allen H. Harrison, Jr.", followed by a long horizontal flourish.

Allen H. Harrison, Jr.  
Attorney for the purpose  
of this filing for  
First Pennsylvania Bank, N.A.

Honorable Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Enclosures

AHH/iw

BY HAND

**Interstate Commerce Commission**  
Washington, D.C. 20423

1/3/90


OFFICE OF THE SECRETARY

Allen H. Harrison Jr.  
Wilmer, Cutler & Pickering  
2445 M. St N.W.  
Washington, D.C. 20037

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/3/90 at 1:10pm, and assigned recordation number(s). 16690-A

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

RECORDATION NO. 16690-A FILED 1423  
JAN 3 1990 - 1 10 PM  
INTERSTATE COMMERCE COMMISSION

FULL RELEASE, DISCHARGE AND SATISFACTION  
OF CONDITIONAL SALES AGREEMENT

This RELEASE is given as of this 2nd day of January, 1990, by First Pennsylvania Bank, N.A., trustee under a Trust Agreement with The Philadelphia National Bank and trustee under a Trust Agreement with First Fidelity Bank, N.A., N.J. (such trustee hereinafter referred to collectively as the "Seller").

WHEREAS, the Vendee entered into a conditional sale agreement with the Delaware and Hudson Railway Company, acting by and through its Trustee, Francis P. DiCello (hereinafter referred to as the "Purchaser") for the purchase of twenty (20) locomotives (the "Equipment"), dated as of December 28, 1989, ICC Recordation Number 16690 (the "Conditional Sale Agreement"); and

WHEREAS, Section 2 and Section 8 of the Conditional Sale Agreement provide that when the Purchaser shall have paid in full the Purchase Price (as defined in the Conditional Sale Agreement), then upon the occurrence of such event absolute right to the possession of, title to and property in the Equipment shall pass to and vest in the Purchaser without further transfer or action on the part of the Seller; and

WHEREAS, such Purchaser Price payable under the Conditional Sale Agreement has been paid in full.

NOW THEREFORE, the Seller, intending to be legally bound, hereby acknowledges that:

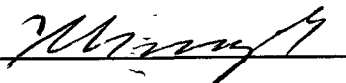
1. All of the Purchase Price payable under the

Conditional Sale Agreement has been paid in accordance with the terms thereof.

2. All right, title and interest in the Equipment has heretofore transferred to the Purchaser, and the Conditional Sale Agreement is hereby declared fully and completely satisfied and discharged effective as of January 2, 1990, and the Conditional Sale Agreement is hereby declared to be terminated effective as of January 2, 1990.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its corporate name by duly authorized officials, and its corporate seal to be hereunto affixed, all as of the date first above written.

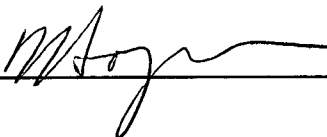
Attest:




[Seal]

FIRST PENNSYLVANIA BANK, N.A.,  
trustee for The Philadelphia  
National Bank

By:



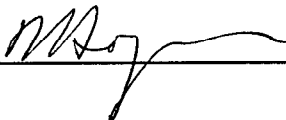
Attest:



[Seal]

FIRST PENNSYLVANIA BANK, N.A.,  
trustee for First Fidelity  
Bank, N.A., N.J

By:



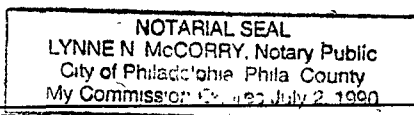
ACKNOWLEDGMENT

STATE OF Pennsylvania :  
COUNTY OF Philadelphia : SS.

On this 20<sup>th</sup> day of December, 1984, before me personally appeared, RICHARD HOJNOWSKI, to me personally known, who being by me duly sworn, says that he is the ASSISTANT VICE PRESIDENT of First Pennsylvania Bank, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCorry  
Signature of Notary Public

My Commission Expires



[SEAL]